

MORTGAGE OF REAL ESTATE Prepared by Timothy H. Farr, Attorney at Law, 210 West Stone Ave., Greenville, S. C. 29609

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 11 10 43 AM '80
BONNIE BANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1497 PAGE 661

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LeeAnn Scholl and Bruce A. Scholl

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jerry Scholl and Alice B. Scholl

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty-four Thousand and no/100ths

Dollars (\$ 44,000.00) due and payable

with interest thereon from even date at the rate of six (6%) per centum per annum, to be paid:
as set forth in a mortgage note of even date.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land lying situate near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 30, Avon Park, according to plat by C. C. Jones, dated December 1956, which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, Page 71, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at joint front corner of Lots 30 and 31 and running thence along the line of said lots, N 79-05 E 214.6 feet to an iron pin; thence N 24-14 W 66 feet to an iron pin; thence N 84-18 W 190 feet to an iron pin on the eastern side of Avon Drive; thence along Avon Drive, S 5-42 W 16.4 feet to an iron pin; thence still along Avon Drive which line is curved, the chord of which is S 1-37 W 43.5 feet to an iron pin; thence continuing along Avon Drive S 8-05 E 60 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagors by deed of Jerry Scholl and Alice B. Scholl as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1121, Page 938, on 3-11-80.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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